

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

GREENLIGHT CAPITAL, INC., *and*
DME CAPITAL MANAGEMENT, LP,

Plaintiffs,

-v-

JAMES T. FISHBACK,

Defendant.

24 Civ. 4832 (PAE)

ORDER

PAUL A. ENGELMAYER, District Judge:

On April 2, 2025, defendant James T. Fishback filed an offer of judgment on the docket of this case, purportedly under Federal Rule of Civil Procedure 68. Dkt. 33 (the “offer of judgment”).

On April 16, 2025, plaintiffs Greenlight Capital Management, Inc. and DME Capital Management, LP (collectively, “Greenlight”) moved to strike Fishback’s offer of judgment as improperly filed on the docket, because they had not accepted it. Dkt. 35 at 2; *see* Fed. R. Civ. P. 68(a) (“If . . . the opposing party serves written notice *accepting* the offer, either party may *then* file the offer and notice of acceptance, plus proof of service.” (emphases added)). Greenlight, in fact, rejected the offer after Fishback filed it on the docket. *See* Dkt. 35 at 2.

On April 17, 2025, the Court directed Fishback to respond to Greenlight’s motion to strike. Dkt. 36. On April 22, 2025, Fishback notified the Court that he does not oppose the motion. Dkt. 37 at 4.

Accordingly, the Court grants Greenlight's motion to strike the offer of judgment at docket 33.¹

SO ORDERED.



PAUL A. ENGELMAYER
United States District Judge

Dated: April 23, 2025
New York, New York

¹ For avoidance of doubt, Greenlight remains at liberty to argue that the unaccepted offer of judgment was not valid for purposes of Rule 68(d), should Fishback seek costs on the basis of such offer. *See* Fed. R. Civ. P. 68(d) (“If the judgment that the offeree finally obtains is not more favorable than the unaccepted offer, the offeree must pay the costs incurred after the offer was made.”); *see also* Dkt. 35 at 3 (preserving “challenge [to] the validity and effect of the Offer of Judgment”).